

CITY OF LINCOLN/LANCASTER COUNTY

CONTRACT AWARD NOTIFICATION
SPECIFICATION NO.02-186
REQUIREMENTS FOR
LEASE OF OFFICE SPACE FOR AGING SERVICES

DATE: June 5, 2003

CONTRACT PERIOD: Febr.15, 2003 thru Febr.14,2013

CONTRACTOR: Lincoln Investment Group, LLC
3120 Durado Ct.
Lincoln, NE 68520

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Ravi K. Maniktala
Telephone No.: 402/464-3833
FAX No.: 402/464-3919
E-Mail Address: maniktala@megroup.com

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

AS PER ATTACHED LEASE AGREEMENT SIGNED 10/24/02

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O. #18081
Dated: 10/21/02

LEASE
(Commercial Gross)
Leasing Office Space for Aging Services Department
City Specification No. 02-186

1 This Lease, executed in duplicate, by and between **Lincoln Investment Group,**
2 **LLC**, Federal ID # [911776398] (Lessor), and the **CITY OF LINCOLN,**
3 **NEBRASKA**, a municipal corporation on behalf of the Lincoln Area Agency on Aging
4 a/k/a Aging Services Department (Lessee).

5

6 **WITNESSETH**

7

8 1. **PREMISES.** The Lessor hereby leases to the Lessee, the below described
9 premises (Leased Premises). The Lessor warrants and represents that it is the owner of
10 the Leased Premises, with appurtenances, described as follows:

11

12 14,000 square feet of building office space on the first and second level plus mezzanine
13 level and ^{plus} including 4,000 square feet of storage space on the lower level of the same
14 building generally located at 1001 O St. (1st and 2nd floor plus Mezzanine and storage in the basement
15 of the Lincoln Building) in Lincoln, Nebraska (Building). The Building is located on Lots
16 11 & 12, Block 55, Original Plat, City of Lincoln, Lancaster County, Nebraska.

17

18 2. **TERM.** The initial term of this Lease shall be for a period of ten (10) years
19 (Initial Term) unless sooner terminated as hereinafter provided, beginning on February
20 15, 2003 on which date the Lessor hereby agrees and warrants to deliver possession of
21 the Leased Premises to Lessee in a condition of Substantial Completion as provided
22 below (Commencement Date). The Term shall continue to and include the last day of the
23 same calendar month of the tenth (10th) year thereafter. The Leased Premises shall be
24 deemed to be substantially completed when Lessor shall have substantially performed all
25 of Lessor's work specified on Exhibit "A" attached hereto and incorporated herein by this
26 reference, as evidenced by the issuance of a certificate of occupancy with respect to the

initial changes Boyle De

1 Leased Premises, which work shall be completed in a good and workmanlike manner,
2 using first quality materials (Substantial Completion). Quality

3 The Commencement Date is time critical and the Lessee will incur damages in the
4 event the Leased Premises have not attained Substantial Completion for any reason prior
5 to or on the Commencement Date. In the event the Leased Premises are not substantially
6 completed on the Commencement Date, the Lessor shall pay or reimburse Lessee for:
7 rent for substitute premises whether one or more, and any and all reasonable, installation,
8 connection, utility service, telecommunication, computer network, fiber optic, packing,
9 moving or storage expenses both to relocate to any substitute premises and then to
10 relocate to the Leased Premises when available. In addition, since both parties agree that
11 Lessee's damages are difficult to quantify in terms of lost productivity, inconvenience
12 and hardship, the Lessor agrees to pay liquidated damages in the amount of \$250 per day
13 for each day beyond the Commencement Date the Leased Premises are not substantially
14 completed. The damages described herein are not provided by way of limitation, and
15 nothing in this paragraph shall prohibit or restrict the Lessee from seeking additional
16 damages of whatever kind or nature as may be provided by law or in equity.

17

18 Prior to the Commencement Date, Lessee may inspect the Leased Premises and
19 Lessor and Lessee shall prepare and execute a punchlist. The punchlist shall list
20 incomplete, minor and insubstantial details of construction, necessary mechanical
21 adjustments, and needed finishing touches to be completed by Lessor within thirty (30)
22 days after the Commencement Date.

23

24 It is agreed between the Lessor and the Lessee that in the event the Lessee has
25 fully complied with all the terms of this Lease, in that event, the Lessee at the expiration
26 of the Initial Term shall have the right, exercisable at its sole option, to extend this Lease
27 for a period of seven (7) additional renewal terms of one (1) consecutive year each (each,
28 a "Renewal Term"), upon the same terms and conditions as those set forth herein except
29 allowing for a 2% increase in annual rent per renewal term; provided, however, that
30 Lessee notifies Lessor in writing of its exercise of such right within ninety (90) calendar
31 days before the end of the then-current Term (as hereinafter defined). If any of the terms

1 or conditions of this Lease are to be changed during the Renewal Term, prior written
2 approval of the Lessee and the Lessor must be obtained. The Initial Term and the
3 exercised Renewal Terms are referred to herein as the "Term."

4
5 **3. RENTAL.** The annual rental for the Leased Premises for the first year of the
6 Initial Term shall be \$179,980 based on \$12.86 per square foot for 14,000 square feet
7 of office space and \$0.00 for for 4,000 feet of storage space. This rental shall represent
8 the fixed and complete payment for said premises. Lessee shall be entitled to an
9 improvement allowance of not less than \$30.00 per square foot upon initial occupancy for
10 improvements to be built to Lessee's specification and completed by the Lessor prior to
11 the Commencement Date or as soon thereafter as the Lessee approves in writing. Lessee
12 shall pay Lessor the annual rental in equal monthly installments payable in advance on
13 the first day of each month beginning on the Commencement Date and continuing on the
14 first day of each successive calendar month thereafter during the Term hereof. Rent
15 payable hereunder for any period of time less than one calendar month shall be
16 determined by prorating the monthly rental herein specified based on the actual number
17 of days in the month. Rental shall be paid to the Lessor at the address specified in
18 paragraph 5 or to such other address as the Lessor may designate to the Lessee by a
19 notice in writing.

20
21 **4. TERMINATION.** If no appropriated funds are available to the Lessee for the
22 purpose of paying rentals on the Leased Premises, this Lease shall terminate at the
23 election in writing of either party hereto. The City of Lincoln has entered this agreement
24 on behalf of the Lincoln Area Agency on Aging (a/k/a Aging Services Department), an
25 Agency of the City of Lincoln, Nebraska and Lancaster County, Nebraska created under
26 the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. § 13-801 et. seq.) by agreement
27 of July 24, 1984 as may be amended from time to time. Among other things, the
28 interlocal agreement generally provides that costs of the Agency are to be annually
29 budgeted and appropriated by a cost sharing between the City and County. If any
30 Mayor's budget message or the functional equivalent for Lancaster County budgeting
31 purposes is such that it does not include funds to pay rentals hereunder, written notice of

1 such fact shall be given promptly to Lessor, and if at any time it appears that
2 appropriations will be depleted in the future, or not available for rentals hereunder,
3 written notice of such fact and the estimated date of depletion shall be given promptly to
4 Lessor. If only a portion of the funds necessary to pay the rentals hereunder are
5 appropriated, this Lease may be kept in force with a pro rata share of the space and
6 corresponding rental decreased. Any such reduction shall be agreed upon by both parties.

7
8 **5. NOTICES.** All notices herein provided to be given, or which may be given, by
9 either party to the other, shall be deemed to have been fully given when made in writing
10 and deposited in the United States mail, postage prepaid, and addressed as follows:

11
12 To the Lessor at: Lincoln Investment Group, LLC
13 3120 Durado Ct.
14 Lincoln, NE 68520

15
16 With a copy to: [_____]

17
18 To the Lessee at:
19 Prior to

20 Commencement Date: Lincoln Area Agency on Aging
21 129 North 10th Street, Rm. 418
22 Lincoln, Nebraska 68508
23 Attn: Gina C. Dunning

24 After Commencement
25 Date:

26 Lincoln Area Agency on Aging
27 [at Leased Premises]
28 Attn: Director

29 With a copy to: City Attorney's Office
30 575 S. 10th St.
31 Lincoln, NE 68508

32 **6. ASSIGNMENT AND SUBLETTING.** The Lessee shall not assign this Lease
33 without the prior written consent of the Lessor, but shall in any event have the right to
34 sublet the Leased Premises to another city department or other governmental subdivision.
35 Any occupant, assignee, or sub-lessee must agree to abide by all of the terms and
36 provisions of this Lease. Lessor's consent to any assignment, subleasing, or other transfer
37 shall not release Lessee from any of Lessee's obligations hereunder or be deemed to be a

1 consent to any subsequent assignment, subleasing, or transfer unless Lessor so agrees in
2 writing. The collection or acceptance of rent or other payment by Lessor from any
3 person other than Lessee shall not be deemed the acceptance of any assignee or subtenant
4 as the tenant hereunder or a release of Lessee from any obligation under this Lease.
5 Lessor's Assignment to any other owner, either in whole or in part will require the prior
6 written consent of the Lessee except in the event of a court approved assignment for the
7 benefit of creditors or otherwise. Lessee's consent to any assignment or other transfer
8 shall not release Lessor from any of Lessor's obligations hereunder or be deemed to be a
9 consent to any subsequent assignment or transfer unless Lessee so agrees in writing.

10

11 **7. INSPECTION.** The Lessee agrees to permit the Lessor and/or its authorized
12 representative to enter the Leased Premises at all reasonable times during usual business
13 hours for the purpose of inspecting the same, or for the making of any necessary repairs
14 for which the Lessor is responsible or feels necessary for the safety and preservation of
15 the Leased Premises.

16

17 **8. FIXTURES AND PERSONAL PROPERTY.** Any trade fixtures, equipment or
18 personal property installed in or attached to the Leased Premises by or at the expense of
19 the Lessee, shall be and remain the property of the Lessee and the Lessor agrees that the
20 Lessee shall have the right to remove any and all of its personal property, trade fixtures
21 and equipment. Equipment and other personal property which may have been stored or
22 installed by or at the expense of the Lessor shall be and remain the property of the Lessor.
23 The Lessee agrees that it will, at its expense, repair any damage occasioned to the Leased
24 Premises by reason of the removal of its trade fixtures, equipment and other personal
25 property.

26

27 **9. COMMON AREAS.** Lessee shall have, as appurtenant to the Leased Premises,
28 the non-exclusive right, in common with others, subject to reasonable rules of general
29 applicability to lessees of the Building from time to time made by Lessor and of which
30 Lessee is given notice, to the use of following areas of the Building: Common entrances,
31 lobbies, corridors, elevators, ramps, drives, serviceways, ~~restrooms~~, and common

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1 walkways necessary to access the Building (Common Area). Lessee hereby agrees that
2 Lessor shall have the right, for purpose of accommodating the other lessees of the
3 Building, to increase or decrease the configuration and dimensions or to otherwise alter
4 the common corridors on any floor so long as Lessee's access to the Leased Premises,
5 restrooms, stairwells, and elevators is not impaired thereby. Lessor reserves the right
6 from time to time: (a) to install, use, maintain, repair, replace and relocate for service to
7 the Leased Premises and/or other parts of the Building pipes, ducts, conduits, wires,
8 appurtenant fixtures, and mechanical systems, wherever located in the Leased Premises
9 of the Building, and (b) to alter, close or relocate any facility in the Common Areas.

10
11 **10. PARKING. [NONE]**

12
13 **11. ALTERATIONS.** The Lessee will not permit any alterations of or additions to
14 any part of the Leased Premises, except by prior written consent of the Lessor, which
15 consent shall not be unreasonably withheld, and all alterations and additions to the
16 Leased Premises shall remain for the benefit of the Lessor unless otherwise provided in
17 said consent. Notwithstanding the foregoing, the Lessee may, without consent of the
18 Lessor, make additions to or alterations, repair or redecorating the Leased Premises of a
19 non-structural nature, provided that upon completion of such alterations and additions,
20 the fair market value of the Leased Premises and rental value thereof will not be less than
21 the fair market value and rental value of the Leased Premises immediately prior to such
22 alterations and additions. The Lessee hereby indemnifies the Lessor against liens, costs,
23 damages and expenses with respect to any such additions or alterations. Lessee covenants
24 and agrees that all such alterations, repairs or other work done by Lessee to the Leased
25 Premises shall be performed in a good and workmanlike manner, using first quality
26 materials, and in full compliance with all laws, rules, orders, ordinances, directions,
27 regulations, and requirements of law or Lessor's insurance companies.

28
29 **12. RETURN OF PREMISES.** At the conclusion of this Lease or any extension
30 thereof, the Lessee shall return the Leased Premises to the Lessor in the same condition
31 as it was received at commencement of this Lease, normal wear and tear excepted. If at

1 the conclusion of this Lease or any extension thereof, the Lessor is of the opinion that the
2 Lessee is not leaving the Leased Premises in the same condition as it was received,
3 normal wear and tear excepted, then such costs of restoration will be determined by a
4 panel of three (3) persons consisting of the Lessee, the Lessor, and one (1) person
5 selected by mutual consent of both parties.

6

7 **13. DESTRUCTION OF PREMISES.** In the event that the entire Leased Premises,
8 or a Material Portion (as hereinafter defined) thereof, are rendered unfit for occupancy
9 due to fire, unavoidable casualty, or Act of God, either party may elect to terminate this
10 Lease by delivering written notice to the other party within thirty (30) days of the date of
11 such damage or destruction, in which event this Lease shall terminate as of the date of
12 such destruction and the Lessee shall pay rent only to the time of such termination. The
13 portion of any advance lease payment which is attributed to the period of time after this
14 Lease has been terminated in the above manner shall be refunded by the Lessor to the
15 Lessee. If less than a Material Portion of the Leased Premises is damaged or destroyed,
16 Lessor shall be responsible for repairing the same in a timely manner at Lessor's own
17 expense and the rental payments shall be suspended to the extent that the Leased
18 Premises are unfit for use by Lessee in the ordinary conduct of its business until said
19 Leased Premises have been put in proper condition for occupancy, except that Lessor
20 shall not be required to repair or reconstruct any personal property, furniture, trade
21 fixtures, or office equipment which are located in the Leased Premises and are removable
22 by Lessee under the provisions of this Lease. Notwithstanding the foregoing, if the
23 Leased Premises or any other portion of the Building is damaged by fire or other casualty
24 resulting from the fault or negligence of Lessee or any of Lessee's agents or employees,
25 Lessee shall be liable to Lessor for the cost and expense of the repair and restoration of
26 the Leased Premises or the Building caused thereby to the extent such cost and expense is
27 not covered by insurance proceeds. "Material Portion" as used in this Section shall mean
28 that more than fifty percent (50%) of the Leased Premises, on a square footage basis,
29 have been rendered unfit for use by Lessee in the ordinary conduct of its business as a
30 result of the fire or other casualty.

31

1 **14. REPAIR AND MAINTENANCE.** During the Term hereof, the Lessor shall
2 maintain and repair the roof and structural elements of the Building, exterior walls,
3 exterior doors, roof, structural elements, exterior windows of the building, and the
4 building equipment including the elevator and fire detection, prevention and escape
5 mechanisms in good repair and tenantable condition. Lessor shall maintain and repair
6 interior walls, floors glass, ceilings and structures. Lessor shall provide daily janitorial
7 services in the Leased Premises and Common Areas. Lessor shall also maintain and
8 repair the Leased Premises including, but not limited to, the plumbing, heating, electrical,
9 air conditioning and ventilating equipment and fixtures. Lessor's obligations shall
10 include, but are not limited to timely and appropriate pest control, trash removal, window
11 cleaning, carpet cleaning, general repairs, snow removal, furnishing and replacing electric
12 light bulbs, fluorescent tubes, ballasts and starts and air conditioning and ventilating
13 equipment.

14
15 **15. SERVICES AND UTILITIES.** During the Term hereof, the Lessor shall be
16 responsible for paying all gas, heat, electricity, power, materials, and services which may
17 be furnished to the Leased Premises or used by Lessee in or about the Leased Premises
18 and to keep the Leased Premises free and clear of any lien or encumbrance of any kind
19 whatsoever. The Lessor shall not be liable, and the rental payments and other payments
20 to the Lessor shall not abate, for interruptions to the telephone, plumbing, heating,
21 ventilating, air conditioning, electrical or other mechanical or utility systems or cleaning
22 services, by reason of accident, emergency, repairs, alterations, improvements, or
23 shortages or lack of availability of materials or services.

24
25 **16. HOLDING OVER.** In the event the Lessee remains in possession of the Leased
26 Premises after the expiration of the Term hereof, or any extension thereof, this Lease
27 shall be automatically extended on a month-to-month basis, subject to thirty (30) days
28 termination by either party, and otherwise on the terms and conditions herein specified,
29 so far as applicable, excepting only that rental payable during any holdover period shall
30 be an amount mutually agreed by Lessee and Lessor.

31

1 **17. GENERAL PROVISIONS: EMINENT DOMAIN.** If the whole of the
2 Building or the Leased Premises or a substantial part of the Leased Premises which, as a
3 result thereof, constitutes such a major change in the character of the Leased Premises as
4 to prevent Lessee from using the same in substantially the same manner as theretofore
5 used, shall be taken or condemned by any competent authority for any public use or
6 purpose, the terms of this Lease shall end on the day prior to the taking of possession by
7 such authority or on the day prior to the vesting of title in such authority, whichever first
8 occurs, and without apportionment of the award, and current rent shall be apportioned to
9 the date of termination. In the event that Lessee shall remain in possession and
10 occupation of the remaining portion of the Leased Premises, all the terms and conditions
11 of this Lease shall remain in full force and effect with respect to such remaining portion,
12 except that the rent reserved to be paid hereunder shall be equitably adjusted according to
13 the amount and value of such remaining space.

14
15 **18. COMPLIANCE WITH LAW.** Lessor shall, at its expense, comply with all
16 applicable statutes, charters, laws, ordinances, building and maintenance codes, rules,
17 regulations, requirements and orders of duly constituted public authorities now or
18 hereafter in any manner affecting the Leased Premises, or the use thereof, or the
19 sidewalks, alleys, streets, and ways adjacent thereto, whether or not any such statutes,
20 charters, laws, ordinances, rules, regulations, requirements, or orders which may be
21 hereinafter enacted involved a change of policy on the part of the governmental body
22 enacting the same. Lessee shall comply with all building and use or occupancy
23 restrictions, conditions and covenants of record. Lessee shall comply with the
24 requirements of all policies of public liability, fire and other insurance at any time in
25 force with respect to the Leased Premises.

26
27 The Leased Premises shall, at Lessor's expense, meet all current code
28 requirements on the Commencement Date, including but not limited to, fire/life safety
29 codes and the Americans with Disabilities Act Accessibility Guidelines.
30

1 **19. DEFAULT.** In the event Lessee fails to pay any rental due herein under or fails
2 to keep and perform any of the other terms or conditions hereof, time being of the
3 essence, then ten (10) days after written notice of default from Lessor, the Lessor may, if
4 such default has not been corrected, resort to any and all legal remedies or combination of
5 remedies which Lessor may desire to assert, including but not limited to, one or more of
6 the following: (1) declare the lease at an end and terminated; (2) sue for the rent due and
7 to become due under the lease or for any damages sustained by Lessor; and/or (3)
8 continue the lease in effect and relet the Leased Premises on such terms and conditions as
9 Lessor may deem advisable with Lessee remaining liable for the monthly rent plus the
10 reasonable cost of obtaining possession of the Leased Premises and of any repairs and
11 alterations necessary to prepare the Leased Premises for reletting, less the rentals
12 received from such reletting, if any. No action by Lessor shall be construed as an
13 election to terminate this Lease unless written notice of such intention be given to Lessee.
14 The remedies of Lessor set forth in this Section shall not be exclusive, but shall be
15 cumulative and in addition to all rights and remedies now or hereafter provided or
16 allowed by law or equity, including, but not limited to, the right of Lessor to seek and
17 obtain an injunction and the right of Lessor to damages in addition to those specified
18 herein. In case Lessor, after written notice from the Lessee indicating the Lessor has
19 failed to comply with any requirements of this Lease in regard to a specified condition,
20 shall fail, refuse or neglect to comply therewith, within thirty (30) days of written notice
21 thereof from Lessee to Lessor, or in the event of an emergency constituting a hazard to
22 the health or safety of the Lessee's employees, property, or invitees, the Lessee may
23 perform such maintenance or make such repair at its own cost and, in addition to any
24 other remedy the Lessee may have, may deduct the amount thereof from the rent that may
25 then be or thereafter become due hereunder.

26
27 **20. STATEMENT OF SELF INSURANCE.** The City of Lincoln is a political
28 subdivision in the State of Nebraska, and is self-insured for general liability and worker's
29 compensation. The City of Lincoln has entered this agreement on behalf of the Lincoln
30 Area Agency on Aging (a/k/a Aging Services Department), an Agency of the City of
31 Lincoln, Nebraska and Lancaster County, Nebraska created under the Nebraska Interlocal

1 Cooperation Act (Neb. Rev. Stat. § 13-801 et. seq.) by agreement of July 24, 1984 as may
2 be amended from time to time. Among other things, the interlocal agreement generally
3 provides that Agency employees are considered employees of the City of Lincoln, and
4 that costs of the Agency are to be annually budgeted and appropriated by a cost sharing
5 between the City and County. The City maintains specific funds as self insurance
6 reserves to pay legal liabilities. The City has the general power to sue and be sued under
7 City Charter and state law. The City is legally authorized to pay lawful judgments and
8 settlements. The City also has the authority to levy taxes in amount sufficient to pay its
9 legal liabilities.

10
11 **21. INDEMNIFICATION.** Lessee hereby agrees to indemnify and hold harmless
12 Lessor, its agents, and employees from and against any and all claims or demands for the
13 loss, theft, or damage to property or for injury or death to Lessee, its employees,
14 contractors, agents, and invitees from any cause whatsoever while in, upon, or about the
15 Leased Premises during the Term hereof, except to the extent that such claim is
16 compensated by insurance and except further that Lessee's indemnification shall not
17 include an indemnification for liability for the negligence or willful misconduct of
18 Lessor, its agents, or employees. Each party hereto shall indemnify and hold the other
19 party, its agents, and employees harmless from and against any and all claims and
20 liability arising from any breach or default by such indemnifying party in the
21 performance of any obligation of such indemnifying party under this Lease or arising
22 from the gross negligence or willful misconduct of such indemnifying party, its agents, or
23 employees. Nothing in this section shall prevent the Lessee from seeking contribution or
24 costs from any other party.

25 **22. PRIOR TO THE EXECUTION** of this Lease, the following special provisions
26 were agreed upon:

27
28 **A. INSURANCE**

29
30 Lessor at its cost shall obtain and keep in full force and effect during the Term
31 hereof, fire and "all risk" extended coverage insurance for the full replacement value of

Dave Lane

1 the Building, including plate glass insurance, with a responsible insurance company or
2 companies admitted to do business in the State of Nebraska.

3

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B. REAL ESTATE TAXES

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C. SPECIFICATIONS AND RESPONSE.

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D. ADMINISTRATION.

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Lessor and Lessee agree to use their best efforts to timely and professionally complete the requirements of this agreement including, where applicable, making reasonable efforts to keep each other informed of related progress or concerns. The Lessor retains an affirmative obligation to notify the Lessee as soon as practicable that the Leased Premises will not for any reason attain Substantial Completion in time for the Commencement Date. The undersigned represents that he or she has the lawful and complete authority to unconditionally bind the Lessor and Lessee respectively to the terms and conditions of this Agreement and that by so doing the other party can reasonably rely upon the faithful performance of this agreement. Both parties have participated in the drafting of this agreement and have had the opportunity to obtain the assistance of legal counsel in reviewing the same. Neither party shall be entitled to construction in favor of the other party for the reason that provisions of this agreement

1 were drafted by the other party. The undersigned shall have authority to provide notice,
2 consent and approvals as provided in this agreement, which shall not be unreasonably
3 withheld. In addition, the undersigned shall have authority to initiate, make, negotiate
4 and complete appropriate changes to the floorplan, drawings, punchlist, Exhibit A, other
5 administrative issues, practical concerns or issues from time to time; Provided that the
6 same do not require additional compensation or other monetary consideration from the
7 Lessee and that the square footage requirements are not reduced nor rental amounts
8 increased thereby.

9
10 IN WITNESS WHEREOF, the parties hereto hereby execute this Lease as of the 24
day of October, 2002.

Lessee:

CITY OF LINCOLN, NEBRASKA, on behalf of the Lincoln Area Agency on Aging
(a/k/a Aging Services Department), an Agency of the City of Lincoln, Nebraska and
Lancaster County, Nebraska created under the Nebraska Interlocal Cooperation Act (Neb.
Rev. Stat. § 13-801 et. seq.) by agreement of July 24, 1984 as may be amended from time
to time.

By:

Don Wesely
Don Wesely, Mayor

10-24-2002
Date

LESSOR:

By:

Lincoln Investment Group, LLC

10/24/02
Date

911776398

Federal I.D. Number (Lincoln Investment Group)